



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

Outgoing 0001
m/031/0002

March 9, 2010

Michael B. Toelle
Holcim (US) Inc.
3500 State Highway 120
Florence, Colorado 81226

Subject: Final Approval of Permit Transfer, Holcim (US) Inc., Koosharem Clay, M/031/0002, Piute County, Utah

Dear Mr. Toelle:

On January 28, 2010, the Division Director approved the Replacement Surety and Reclamation Contract for the Transfer of Notice of Intention (NOI) for the Koosharem Clay mine from Paradise Management to Holcium (US) Inc. You are now solely responsible to conduct mining and reclamation operations as outlined in the approved Notice of Intention. Paradise Management is hereby released from any further reclamation liability under this permit. A copy of the old reclamation contract will be sent to Paradise Management, and the original letter of credit will be returned to the bank.

Enclosed with this letter is a copy of pages that are being inserted into the mine plan. These pages have been stamped approved. Sections of the plan referring to Paradise Management have been marked superseded in the Division's copy of the plan.

You may, at any time submit a notice to amend/revise any portion of the approved NOI. Please use form (MR-REV) located on the Division's website www.ogm.utah.gov/minerals.

Thank you for patience in completing this permit transfer. Please refer to file M/031/0002 in any correspondence regarding this operation. If you have questions regarding this letter, please contact me at 801-538-5261 or John Rogers at 801-538-5349.

Sincerely,

Paul Baker
Minerals Program Manager

PBB:jrp

Enclosure: Reclamation Contract, Surety, and NOI Replacement Pages

cc: Paradise Management

stan_perkes@blm.gov, kathleen_anders@blm.gov

P:\GROUPS\MINERALS\WP\M031-Piute\M0310002-Koosharem\final\trans-3213-020220010.doc



0001

FORM MR-TRL
Revised 03/31/2009

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291

APPLICATION FOR TRANSFER
OF
NOTICE OF INTENTION TO COMMENCE LARGE MINING OPERATIONS

Application is hereby made to transfer the permit to commence large mining operations for the
Koosharem Clay mine, permit # M/031 /002, currently
operated by Paradise Management, Inc. (transferor)
to Holcim (US) Inc. (transferee).

As used herein, TRANSFEROR refers to the current operator, TRANSFeree refers to the
proposed new operator; NOI refers to the Notice of Intention to Commence Large Mining
Operations; PERMIT refers to the approved (or accepted) NOI, including the reclamation
contract and reclamation surety.

Upon approval of the Application for Transfer:

1. The Transferor agrees to transfer all rights and obligations to operate under the terms of the NOI to the Transferee, The Transferor will not retain any rights to conduct mining operations within the area covered by the approved NOI.
2. Both parties understand the transfer of the ***NOI is not complete until all the applicable requirements are met***, including the submittal and Division approval of an appropriate reclamation surety and a reclamation contract.
3. The transferee has read and has a copy of the current NOI.
4. The Transferee has inspected the site and is fully aware of all existing conditions and responsible for compliance with the conditions of the permit and the obligations regardless of the nature of the conditions at the site.
5. Transferee shall conduct mining operations on lands included in the NOI in accordance with the Utah Mined Land Reclamation Act, (ACT) Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended), and the rules promulgated under the ACT (R647- et seq., and the approved NOI.
6. The Transferee shall provide a surety in a form and amount approved by the Division to assure reclamation of the lands affected by the mining operations.

The **Transferor** will remain liable for compliance at the mine site until this transfer application is approved.

APPROVED

FEB 03 2010

DIV. OIL GAS & MINING

RECEIVED

OCT 19 2009

DIV. OF OIL GAS & MINING

The signatory below represents that he/she has authority to execute this transfer on behalf of the Transferor, if not a natural person. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFEROR:

Paradise Management ,Inc.

Operator/Transferor Name

By Don W. Fullmer

Name of Authorized Officer (Typed or Printed)

President

Title of Authorized Officer

Don W. Fullmer 8-7-09

Officer's Signature

Date

STATE OF Utah)

) ss:

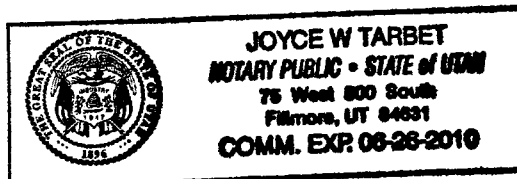
COUNTY OF Midland)

On the 7th day of August, 2009, Don W. Fullmer
personally appeared before me, who being by me duly sworn did say that he/she is
an owner (owner, officer, director, partner, agent or other (specify))
of the Operator _____
and duly acknowledged that said instrument was signed on behalf of said Operator
by authority of its bylaws, a resolution of its board of directors, or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Joyce W. Tarbet
Notary Public

75 W. 500 S.
Residing at

6-26-2010
My Commission Expires:



APPROVED

FEB 03 2010

DIV. OIL GAS & MINING

The signatory below represents that he/she has authority to execute this transfer on behalf of the Operator/Transferee, if not a natural person; and the operator/transferee is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFeree:

Holcim (US), Inc.

Operator/Transferor Name

By Gian Raffainer

Name of Authorized Officer (Typed or Printed)

V.P. Manufacturing

Title of Authorized Officer

Officer's Signature

Date

09/23/09

STATE OF Illinois

) ss:

COUNTY OF Cook

On the 23 day of Sept, 2009, Gian Raffainer personally appeared before me, who being by me duly sworn did say that he/she is an officer (owner, officer, director, partner, agent or other (specify)) of the Operator Holcim (US) Inc and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors, or as may otherwise be required to execute the same with full authority and to be bound hereby.

Kathryn J. Mandahl
Notary Public

Cook County, Illinois
Residing at

7/23/2012
My Commission Expires:

"OFFICIAL SEAL"
Kathryn J. Mandahl
Notary Public, State of Illinois
My Commission Expires 07-23-2012

APPROVED

FEB 03 2010

DIV. OIL GAS & MINING

FEB 03 2010

If Business is a Corporation:

Name of Officers: Bernard Trever Title: President
Filiberto Ruiz Title: Sr. V.P. Manufacturing
Gian Raffainer Title: V.P. Manufacturing
Jay Tangney Title: Secretary and General Council
Corporate Address: 201 Jones Rd.
City, State, Zip: Waltham, MA 02451
Phone: (781) 647-2501 Fax: (781-647-2517)
E-mail Address: _____

If Business is a Limited Liability Company: Member Managed _____ Manager Managed _____

Name of 1st Member/Manager: _____ Title: _____
Business Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

2nd Member/Manager: _____ Title: _____
Business Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

2. Contacts:

This person may be notified for: permitting ☒ surety ☒ Notices ☒
(please check all that apply)

Name: Keith Krugh Title: Plant Manager
Address: 6055 E. Croydon Rd.
City, State, Zip: Morgan, Utah 84050
Phone: (801) 829-2181 Fax: (801) 829-2180
Emergency, Weekend, or Holiday Phone: _____
E-mail Address: Keith.krugh@holcim.com

This person may be notified for: permitting _____ surety _____ Notices _____
(please check all that apply)

Name: _____ Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Emergency, Weekend, or Holiday Phone: _____
E-mail Address: _____

Registered Utah Agent (as identified with the Utah Dept of Commerce) (if individual leave blank):

Name: _____ Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

APPROVED

FEB 03 2010

DIV. OIL GAS & MIN.

3. Certification:

This certification must be signed by:

- (1.) an executive officer if the applicant is a corporation;
- (2.) a partner if applicant is a partnership (general or limited);
- (3.) the owner if applicant is a sole proprietorship;
- (4.) the member or manager if applicant is a limited liability company; or
- (5) the individual if the applicant is filing as an individual:

I state under penalty of perjury under the laws of the state of Utah and the United States of America that:

- a. Paradise Management, Inc. (transferor), has provided a copy of the approved mining and reclamation plan. I will follow the approved mining and reclamation plan until such time that I provide the Division with an amended Notice of Intention (plan) and receive approval of the amended Notice; AND
- b. I commit to the reclamation of the aforementioned large mining operation as required by the Utah Mined Land Reclamation Act (40-8) and the rules as specified by the Board of Oil, Gas and Mining.

Signature:  Date: 09/23/09

Name (typed or printed): Gian Raffainer

Title/Position (if applicable): V.P. Manufacturing

APPROVED

FEB 03 2010

DIV. OIL GAS & MINING

CO-OBLIGEE RIDER

To be attached to and form a part of Reclamation Bond No. _____ dated November 3, 2009
it is agreed that:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, Surety, and

HOLCIM (US) INC.

, Principal,

for valuable consideration, hereby agree that the Reclamation Bond executed in favor of

State of Utah, Division of Oil, Gas and Mining

, Obligee,

in connection with a contract for: Reclamation

Permit Number: M/031/0002 - Mine Name: Koosharem Clay

which bond and contract are made a part of hereof by reference, shall now include as Co-Obligee(s):

U.S. Department of the Interior, Bureau of Land Management (BLM) - effective 11/3/2009

in their capacity as (a) Government Agency

respectively, for the aforementioned project.

The Surety shall not be liable under this bond to the Obligees, or any of them, unless the said Obligees, or any of them, shall make payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to all Obligees for more than the penal sum of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Obligee may be made by its check issued jointly to all.

WITNESS the following signatures and seals this 9th day of February, 2010.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: _____

Jennifer L. Sperlak

Attorney-In-Fact

HOLCIM (US) INC.

(Principal)

By: _____

State of Utah, Division of Oil, Gas and Mining

(Obligee)

By: _____

U.S. Department of the Interior, Bureau of Land Management

(Co-Obligee)

By: _____

Attest: _____

Attest: _____

Attest: _____



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220546

Certificate No. 1

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Leon F. Hill, Jane L. Smith, Jennifer L. Sperlak, Scott Rons, and Ryan Biegen

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2009.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 24th day of April, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

CO-OBLIGEE RIDER

To be attached to and form a part of Reclamation Bond No. _____ dated November 3, 2009
it is agreed that:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, Surety, and

HOLCIM (US) INC.

, Principal,

for valuable consideration, hereby agree that the Reclamation Bond executed in favor of

State of Utah, Division of Oil, Gas and Mining

, Oblige,

in connection with a contract for: Reclamation

Permit Number: M/031/0002 - Mine Name: Koosharem Clay

which bond and contract are made a part of hereof by reference, shall now include as Co-Obligee(s):

U.S. Department of the Interior, Bureau of Land Management (BLM) - effective 11/3/2009

in their capacity as (a) Government Agency
respectively, for the aforementioned project.

The Surety shall not be liable under this bond to the Obligees, or any of them, unless the said Obligees, or any of them, shall make payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to all Obligees for more than the penal sum of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Obligee may be made by its check issued jointly to all.

WITNESS the following signatures and seals this 9th day of February, 2010.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: _____

Jennifer L. Spoflak

Attorney-in-Fact

HOLCIM (US) INC.

By: _____

State of Utah, Division of Oil, Gas and Mining

(Principal)

(Obligee)

U.S. Department of the Interior, Bureau of Land Management

By: _____

Roger L. Bankert

(Co-Obligee)

Chief, Branch of Minerals

Attest: _____

Attest: _____

Attest: _____



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220546

Certificate No. - - - - -

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Leon F. Hill, Jane L. Smith, Jennifer L. Sperlak, Scott Rons, and Ryan Biegen

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2009.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson
 George W. Thompson, Senior Vice President

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In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public



License No. _____

RIDER

To be attached to and form part of Bond No. _____.

Issued on behalf of Holcim (US) Inc. as Principal, and in favor of
State of Utah, Division of Oil, Gas and Mining as Obligee.

It is agreed that:

- ☐ 1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

- ☐ 2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

- ☒ 3. The Surety hereby gives its consent to change the Permit Number _____:

from: M/03/002

to: M/031/0002

This rider shall become effective as of November 3, 2009

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated November 24, 2009.

Travelers Casualty and Surety Company of America

By: Jennifer L. Sperlak

Jennifer L. Sperlak,

Attorney-in-Fact

Accepted: State of Utah, Division of Oil, Gas and Mining
Obligee

By: John R. Boyer

or Holcim (US) Inc.

Principal

By: [Signature]

EM E. Walker notary public in
State of Massachusetts
on 2 Nov 12/3/09

RECEIVED

JAN 06 2010



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
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Attorney-In Fact No. 220546

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Leon F. Hill, Jane L. Smith, Jennifer L. Sperlak, Scott Rons, and Ryan Biegen

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2009.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
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 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

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In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

May 24, 2006

Bond Number _____
Surety NAIC No. _____
Permit Number M/03/002
Mine Name Koosharem Clay

ATTACHMENT A
To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

RECEIVED
NOV 09 2009
DIV. OF OIL, GAS & MINING

THE UTAH MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned HOLCIM (US) INC., as Principal, a corporation organized under the laws of the State of Delaware and Travelers Casualty and Surety Company of America, as Surety, a corporation organized under the laws of the State of Connecticut, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining ("Division") and _____ (other agency, if any) in the penal sum of Eighty Thousand dollars (\$ 80,000).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be affected by mining operations as identified in the Notice of Intention received, or approved if applicable, by the Division on the 31st day of May, 1991.

The lands that are covered by this Surety Bond are the Lands Affected by mining operations as defined and described in the above Notice, and the Mining and Reclamation Plan if required, subject to terms and conditions of the Reclamation Contract.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined

Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

HOLCIM (US) Inc.
Principal (Permittee)

FILIBERTO J. MORA
By (Name and Title typed):

Signature

Date

11/05/09

Surety Company

Travelers Casualty and Surety Company of America
Company Name

4100 E. Mississippi Ave., Suite 1500
Street Address

Scott Rons
Surety Company Officer

Denver, CO 80246
City, State, Zip

Attorney-in-Fact
Title/Position

303-758-7688
Phone Number

Signature


November 3, 2009
Date

Page 4
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number _____
Surety NAIC No. _____
Permit Number M/03/002
Mine Name Koosharem Clay

SO AGREED this 28th day of January, 20 10.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

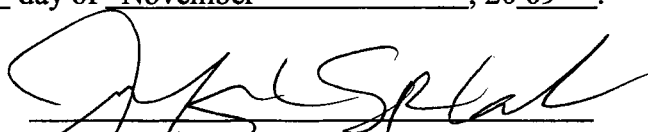
On the 3rd day of November, 2009, Scott Rons personally appeared before me, who being by me duly sworn did say that he/she, the said Scott Rons is the Attorney-in-Fact of Travelers Casualty and Surety Company of America and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Scott Rons duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: 
Surety Officer

Title: Attorney-in-Fact

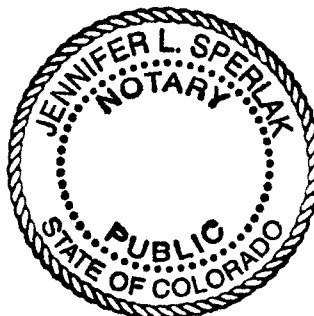
STATE OF Colorado)
) ss:
COUNTY OF Denver)

Subscribed and sworn to before me this 3rd day of November, 2009.


Notary Public
Residing at: Denver, CO

My Commission Expires:

December 20, 20 11.



My Commission Expires 12/20/2011



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220546

Certificate No. .

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Leon F. Hill, Jane L. Smith, Jennifer L. Sperlak, Scott Rons, and Ryan Biegen

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2009.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 24th day of April, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

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LARGE MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Holcim (US) Inc.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **M/031/0002** which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the land affected by the mining operations in accordance with the Act and regulations, and the Operator is obligated to provide a surety in form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the Act and regulations, as they may be amended, and in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division all of the lands affected by the mining operations conducted or to be conducted pursuant to the approved Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

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JAN 06 2010
DIV. OF OIL, GAS & MINING

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and
 - B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the approved NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with an approved notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the approved NOI.
- 3. The Reclamation Plan is intended to establish methods, plans, specifications, and other details required by the Act and regulations as they pertain to the lands affected by mining operations, and no provision of the Reclamation Plan shall be interpreted to diminish the requirements of the Act and regulations. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI or Reclamation Plan, which are primarily intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
- 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
- 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or

B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act, the regulations, and the Reclamation Plan, as they may be amended. If the mining operations are modified or for any other reason vary from those described in the approved Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the approved Notice of Intention in accordance with the requirements of the Act and regulations, as amended and the Reclamation Plan, as amended. If the Division makes such finding, Operator may make request to the Division for a reduction in the amount of the surety. The Division, or the Board if the surety is in the form of a board contract, may permit such a reduction if it determines that the reduced amount will be adequate to ensure complete reclamation of the lands affected by the mining in accordance with the requirements of the Reclamation Plan, the rules and the Act, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to

maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.

10. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party, and that the Operator, if not a natural person, is an entity properly organized and in good standing under the laws of the United States and is registered with and authorized to do business in the State of Utah.

OPERATOR:

Holcim (US) Inc.
Operator Name

By Filiberto J. Ruiz
Authorized Officer (Typed or Printed)

Sr. Vice-President Manufacturing
Authorized Officer - Position

[Signature] 12/03/09
Officer's Signature Date

STATE OF _____)
COUNTY OF _____) ss:

On the 3 day of December, 2009, Filiberto Ruiz
_____ personally appeared before me, who being by me duly sworn did say that
he/she is an officer (i.e. owner, officer, director,
partner, agent or other (specify)) of the Operator and duly acknowledged that
said instrument was signed on behalf of said Operator by authority of its bylaws,
a resolution of its board of directors, or as may otherwise be required to execute
the same with full authority and to be bound hereby.

[Signature]
Notary Public
Residing at Massachusetts
My Commission Expires:

6/14/2009

DIVISION OF OIL, GAS AND MINING:

By John R. Baza Date 1/28/2010
John R. Baza, Director

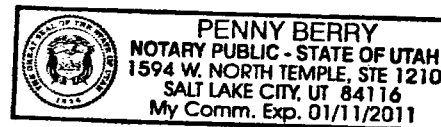
STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 28 day of January, 2010, John R. Baza
personally appeared before me, who being duly sworn did say that he,
the said John R. Baza is the Director of the Division of
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he
duly acknowledged to me that he executed the foregoing document by authority
of law on behalf of the State of Utah.

Penny Berry
Notary Public

Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: Clay

Bonded Acres: 16.75

Mine Name: Koosharem

Permit Number: M/031/0002

County: Piute County

Operator Name: Holcim (US) Inc.

Operator Address: 6055 East Croydon Road, Morgan, UT 84050

Operator Phone: (801) 829-2184

Operator Fax: (801) 829 - 2180

Operator Email: Keith.Krugh@holcim.com

Contact Name: Keith Krugh

Contact Email: Keith.Krugh@holcim.com

Contact Phone: (801) 829-2181

Surety Type: Surety Bond

Bank: Travelers Casualty & Surety Company of America

Surety Amount: \$80,000

Account number: _____

Tax ID (required for cash only): _____

Escalation year: _____

Surface Owner: Bureau of Land Management

Mineral Owner: Don Fullmer

UTU/ML number: BLM Leases

***DOGM Contact: Penny Berry, State of Utah, Division of Oil Gas and Mining, 801 538 5291 or
bondcoordinator@utah.gov